# ADDENDUM NO. 1

# TO THE LOAN AND DEPOSIT AGREEMENT

This **Addendum No. 1** (the "Addendum") is made and entered into as of [Date], by and between the **American Foundation for the Blind** ("AFB") and the **American Printing House for the Blind** ("APH"). This Addendum supplements and amends the parties' Loan and Deposit Agreement dated October 1, 2019 (the "Agreement").

## RECITALS

A. **Existing Agreement.** AFB and APH entered into the Agreement whereby certain collections, as defined therein, were loaned and deposited with APH subject to the terms and conditions set forth in the Agreement.

B. **New Donation.** AFB has received a donation of archival items from the E. Matilda Ziegler Foundation for the Blind (the "Ziegler Collection Items").

C. **Purpose.** The parties desire to incorporate the Ziegler Collection Items into the existing Agreement Collections so that such items shall constitute part of the Collections for all purposes, and all of the terms, conditions, obligations, and rights of the Agreement shall apply to the Ziegler Collection Items as if they had been included in the Agreement from the Effective Date.

**NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:**

1. **Incorporation of the Ziegler Collection Items.**
   1.1 **Addition to Collections.** The Ziegler Collection Items, more fully described in **Exhibit A** attached hereto, are hereby incorporated into the definition of "Collections" as set forth in Paragraph 1 of the Agreement.
   1.2 **Retroactive Application of Terms.** Notwithstanding the date of this Addendum, the Ziegler Collection Items shall be subject to all of the terms, conditions, obligations, and rights of the Agreement, including without limitation those obligations and rights that arose or accrued from the Effective Date, as if such items had been originally included therein.
2. **Incorporation of Separate Donated Materials being incorporated within the Helen Keller Archive**
   2.1 **Addition to Collections.** The  Separate Donated Materials more

fully described in **Exhibit A** attached hereto, are hereby incorporated into the definition of “Collections” as set forth in Paragraph 1 of the Agreement.

2.2 **Retroactive Application of Terms.** Notwithstanding the date of this Addendum, the Additional Archival Materials Items shall be subject to all of the terms, conditions, obligations, and rights of the Agreement, including without limitation those obligations and rights that arose or accrued from the Effective Date, as if such items had been originally included therein.

3. **Maintenance of Existing Provisions.**
   Except as expressly modified by this Addendum, all terms, conditions, representations, warranties, and covenants of the Agreement shall remain in full force and effect and shall govern the treatment, use, administration, insurance, conservation, withdrawal, and return of the Ziegler Collection Items and The Separate Donated Materials in the same manner as all the other items comprising the Collections.
4. **No Amendment to the Term.**
   The inclusion of the Ziegler Collection Items or the The Separate Donated Materials shall not alter the Term of the Agreement, or any extension provisions contained therein. The Ziegler Collection Items and The Separate Donated Materials shall remain with the Collections for the duration of the Agreement and any approved extensions, subject to the same withdrawal rights and procedures as provided in the Agreement.
5. **Exhibit.**
   **Exhibit A** attached hereto shall set forth a detailed description and inventory of the Ziegler Collection Items and the Separate Donated Materials. Any amendments or updates to Exhibit A shall be made in writing and executed by both parties.
6. **Conflict.**
   In the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control with respect to the Ziegler Collection Items and the Separate Donated Materials only. All other provisions of the Agreement remain unaffected.
7. **Counterparts.**
   This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means shall be deemed to be originals.

**IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1 as of the date first above written.**

**AMERICAN FOUNDATION FOR THE BLIND**

By: _____
Name: _____
Title: _____
Date: _____

**AMERICAN PRINTING HOUSE FOR THE BLIND**

By: _____
Name: _____
Title: _____
Date: _____